



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

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Michael D. Antonovich
Fifth District

October 27, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT
OF RIGHTS OF FOUR ALCOHOL AND DRUG AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign: 1) an Approval of Delegation of Duties and Assignment of Rights, substantially similar to Exhibit I, of Agreement No. H-700480 from the City of South Gate to Juvenile Assistance Diversion Effort (JADE); and 2) three Approvals of Delegation of Duties and Assignment of Rights, substantially similar to Exhibit II, of Agreement Nos. H-212626, H-300370, and H-700501 from Family Counseling Services of West San Gabriel Valley (FCSWSGV) to Santa Anita Family Services (SAFS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Director of Health Services (Director) to sign an Approval of Delegation of Duties and Assignment of Rights of one Agreement from City of South Gate to JADE and three Agreements from FCSWSGV to SAFS. Board approval is required to Assign the Rights of Agreement from one contractor to another.

FISCAL IMPACT/FINANCING:

There is no fiscal impact as a result of these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 8, 2004, the Board approved an Alcohol and Drug Services Agreement for high risk youth with the City of South Gate. JADE, as a subcontractor to South Gate, was the direct provider of services. On May 5, 2005, JADE advised the Department of Health Services' Alcohol and Drug Program Administration (ADPA) that effective July 1, 2005, JADE would operate as a non-profit organization under its recently obtained 501(c)(3) IRS designation and upon Board approval. The transition from the City of South Gate to JADE will not change the provision and/or level of services provided under Agreement No. H-700480.

On June 17, 2003 and June 8, 2004, the Board approved three Alcohol and Drug Services Agreements with FCSWSGV. On April 29, 2005, SAFS advised ADPA that its merger with FCSWSGV became effective on February 28, 2005, and that SAFS was the surviving corporation under that merger. SAFS is a non-profit organization operating under a 501(c)(3) IRS designation. The transition from FCSWSGV to SAFS will not change the provision and/or level of services provided under Agreement Nos. H-212626, H-300370, and H-700501.

Although the assumption of duties and responsibilities for FCSWSGV and JADE occurred on February 28, 2005 and July 1, 2005, respectively, payment to the new entity will not occur until after Board approval.

Exhibits I and II have been reviewed and approved by County Counsel as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise assignment of agreement actions on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow services to continue uninterrupted.

The Honorable Board of Supervisors
October 27, 2005
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Thomas L. Garthwaite". The signature is written in a cursive, flowing style.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:po

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF ASSIGNMENT OF AGREEMENTS1. TYPE OF SERVICE:

Alcohol and drug treatment and recovery services.

2. TRANSFER OF OWNERSHIP:

FROM:

City of South Gate
8650 California Ave.
South Gate, CA 90280
Attention: Marcos S. Vega
Telephone: (213) 564-5233

TO:

Juvenile Assistance Diversion Effort
3071 Firestone Blvd.
South Gate, CA 90280
Attention: Marcos S. Vega
Telephone: (323) 564-5233

FROM:

Family Counseling Services of West
San Gabriel Valley (FCSWSGV)
10642 Lower Azusa Road
El Monte, CA 91731
Attention: Joanna Chang
Telephone: (626) 350-4400

TO:

Santa Anita Family Services
605 S. Myrtle Avenue
Monrovia, CA 91016
Attention: George C. Nalbach, Ph.D.
Telephone: (626) 359-9358

3. TRANSFERRED AGREEMENTS AND TERMS:

City of South Gate:	H-700480	July 1, 2004 through June 30, 2006.
FCSWSGV:	H-212626	July 1, 2001 through June 30, 2006.
FCSWSGV:	H-300370	July 1, 2003 through June 30, 2006.
FCSWSGV:	H-700501	July 1, 2004 through June 30, 2006.

4. FINANCIAL INFORMATION:

There is no fiscal impact as a result of these actions.

5. GEOGRAPHIC AREAS SERVED:

All Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Alcohol and Drug Program Administration:	Patrick L. Ogawa, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Eva Vera, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-700480

APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT

OF RIGHTS OF AGREEMENT

AMENDMENT NO. 1

THIS APPROVAL OF ASSIGNMENT OF AGREEMENT is made and entered into this _____ day of _____, 2005,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	CITY OF SOUTH GATE (hereafter "Assignor")
and	JUVENILE ASSISTANCE DIVERSION EFFORT (hereafter "Assignee")

WHEREAS, on July 1, 2004, County and the CITY OF SOUTH GATE, entered into an alcohol and drug services Agreement, further identified as Agreement No. H-700480 (hereafter "Agreement"); and

WHEREAS, on May 5, 2005, the Juvenile Assistance Diversion Effort ("JADE") informed the County that effective July 1, 2005, it would operate as a non-profit organization under its recently obtained 501(c)(3) IRS designation.

WHEREAS, it is the desire of the parties hereto, to transfer the duties and responsibilities of the CITY OF SOUTH GATE to JADE; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to provide for the changes set forth herein; and

WHEREAS, the "PROHIBITION AGAINST ASSIGNMENT AND DELEGATION" Paragraph of Agreement No. H-700480 prohibits Contractor from delegating its duties or assigning its rights thereunder without prior written consent of the County.

WHEREAS, this change in duties and responsibilities does not substantively affect JADE'S organizational and/or service delivery structure

NOW, THEREFORE, the parties hereto agree as follows:

1. All Contractor rights and responsibilities under Agreement previously afforded to CITY OF SOUTH GATE, will now be granted to JADE; and are incorporated by reference into this amended Agreement. County consents to such change in duties and responsibilities.

2. Agreement Subparagraph B of Paragraph 18, NOTICES, shall be amended as follows:

"18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

Juvenile Assistance Diversion Effort
3071 Firestone Blvd.
South Gate, CA 90280
Attention: Marcos S. Vega"

3. Additional Provisions, Paragraph 49, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has

demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim

against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period

longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

4. Additional Provisions shall be amended to add the following new provisions:

"57. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination or debarment proceedings or both. (County Code Chapter 2.202)."

3. Any amounts due under Agreement No. H-700480 from County to the City of South Gate for services which have not yet been paid, shall be paid to the City of South Gate.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Delegation and Assignment of Rights of Agreement No. 700480 to be subscribed by its

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Director of Health Services, and The City of South Gate and JADE,
has caused the same to be subscribed in their behalf by their
duly authorized officers, the day, month, and year first above
written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CITY OF SOUTH GATE
Assignor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

JUVENILE ASSISTANCE DIVERSION EFFORT
Assignee

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

By _____
Signature

APPROVED AS TO CONTRACT
ADMINISTRATION:

Print Name

By _____
Cara O'Neill, Chief
Contracts & Grants
Division

ASSIGN&DELEJADE
9/05

EXHIBIT II

Contract No. H-_____

APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT
OF RIGHTS OF AGREEMENT

AMENDMENT NO.

THIS APPROVAL OF ASSIGNMENT OF AGREEMENT is made and entered into this _____ day of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and FAMILY COUNSELING SERVICES OF WEST SAN GABRIEL VALLEY (hereafter "Assignor")

and SANTA ANITA FAMILY SERVICES (hereafter "Assignee")

WHEREAS, on (June 17, 2003 and June 8, 2004), County and FAMILY COUNSELING SERVICES OF WEST SAN GABRIEL VALLEY ("FCSWSGV"), entered into an alcohol and drug services Agreement, further identified as Agreement No. H-_____ (hereafter "Agreement"); and

WHEREAS, on February 28, 2005, FCSWSGV and SANTA ANITA FAMILY SERVICES ("SAFS") merged corporations whereby SAFS became the surviving corporation operating under and 501(c)(3) IRS designation ; and

WHEREAS, this change of duties and responsibilities does not substantively affect SANTA ANITA FAMILY SERVICES' organizational and/or service delivery structure;

WHEREAS, the "PROHIBITION AGAINST ASSIGNMENT AND DELEGATION" paragraph of Agreement No. _____ prohibits Contractor

from delegating its duties or assigning its rights thereunder without prior written consent of County.

WHEREAS, it is the intent of the parties hereto to amend said Agreement to provide for the changes set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. All Contractor rights and responsibilities under Agreement previously afforded to FCSWSGV, will now be granted to SAFS; and are incorporated by reference into this amended Agreement. County consents to such change of rights and responsibilities.

2. Subparagraph B of Paragraph 18, NOTICES, shall be amended as follows:

"18. NOTICES:

B. Notices to the Contractor shall be addressed as follows:

Santa Anita Family Services
605 S. Myrtle Avenue
Monrovia, CA 91016"

3. Additional Provisions, Paragraph 49, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance

with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall

contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

4. Additional Provisions shall be amended to add the following new provisions:

"57. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The ``Nonprofit Integrity Act of 2004'' (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

3. Any amounts due under Agreement No. _____ from County to FCSWSGV for services which have not yet been paid, shall be paid to the FCSWSGV.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Delegation of Duties and Assignment of Rights of Agreement No. H-_____ to be subscribed by its

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Director of Health Services and SAFS has caused the same to be
subscribed in their behalf by their duly authorized officers, the
day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

FAMILY COUNSELING SERVICES OF WEST
SAN GABRIEL VALLEY
Assignor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

SANTA ANITA FAMILY SERVICES
Assignee

By _____

Print Name

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants Division